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# AGREEMENT

THIS AGREEMENT is made as of this fifteenth day of September, 1994 by and between SAPPORO ELECTRONICS CENTER FOUNDATION, a foundation organized and existing under the laws of Japan and having a principal place of business at 1-1-10, Shimonopporo, Techno Park, Atsubetsu-ku, Sapporo, Hokkaido, Japan (hereinafter referred to as "SEC") and TED NELSON STUDIOS, a corporation organized and existing under the laws of the State of California, U.S.A. and having a principal place of business at 3020 Bridgeway #295 Sausalito, California 94965, U.S.A. (hereinafter referred to as "TNS").

IN CONSIDERATION of the mutual agreements of the parties set forth herein, the parties hereto agree as follows:

Article 1 Purpose

SEC and TNS shall cooperate with each other in accomplishment of architecture for distribution of intellectual resources (called "Sapporo HyperLab") in combination of INTELLIGENTPAD software developed by Professor Yuzuru Tanaka and software developed by Mr. Ted Nelson (hereinafter referred to as the "Project").

Article 2 Theme for Research & Development

The Project shall consist of the following two themes for research and development:

(1) First Theme

Design and realization of architecture for software distribution on the base of INTELLIGENTPAD software

(2) Second Theme

Realization of a specific model of HYPERMEDIA project

The Project shall be completed within one (1) year from October 20, 1994 to October 19, 1995 (hereinafter referred to as the "Project Period").

As soon as is practicable after the execution of this Agreement, SEC and TNS shall determine the detail of research and development of the Project upon mutual consultation.

Article 3 Research Fellow

TNS shall transfer to SEC Mr. Ted Nelson as a research fellow and SEC accepts Mr. Ted Nelson as a research fellow (hereinafter referred to as the "Research Fellow") for the Project Period.

Article 4 Responsibility

TNS shall cause the Research Fellow to work at the office designated by SEC for the Project. It is agreed that the Research Fellow shall act as an advisor at the first theme of the Project and act as an instructor at the second theme of the Project.

Article 5 Warranty & Indemnification

TNS warrants to SEC that nothing will prevent TNS and the Research Fellow from making this Agreement and shall indemnify

and hold harmless SEC for and against all suits, claims, liabilities, losses, expenses and damages (including legal expenses) arising from claims asserted by any third person against SEC in respect of services rendered by TNS hereunder.

Article 6 Working Conditions

TNS shall ensure that the Research Fellow shall abide by the Japanese laws and the rules of employment of SEC. It is particularly understood and agreed that the working conditions of the Research Fellow shall be as follows:

(1) Working hours shall be, in principle, from 9:00 a.m. to 5:00 p.m.

(2) Holidays shall be Saturdays, Sundays, Japanese national holidays, normal summer vacation (5 days) and year end and New Year holidays (from December 29 to January 3).

(3) Special vacation of 30 days shall be given to the Research Fellow.

Article 7 Compensation

In consideration of the services to be performed by TNS hereunder, SEC shall pay to TNS by wire transfer to a bank account designated by TNS as follows:

(1) ¥600,000 as one way travel expenses (including air fare) for the Research Fellow within thirty (30) days after the execution of this Agreement

(2) ¥300,000 as one way travel expenses for the Research Fellow within thirty (30) days after receipt of invoice

of TNS (in September of 1995)

(3) ¥1,000,000 as invitation fee for the Research Fellow by 10th day of each month from November, 1994 to October, 1995. It is specifically understood and agreed that the Research Fellow shall bear social security premiums during his stay in Japan and that SEC shall pay commuting expenses to the Research Fellow.

Article 8 Facilities

SEC shall give the Research Fellow every facilities for activities as an advisor and instructor for the Project. It is understood and agreed that an employee of SEC who is good at English will be stationed at the office designated by SEC for the Project.

Article 9 Business Trip

If necessary for the Project, SEC may instruct the Research Fellow to make domestic business trips (six times) and overseas business trips (twice). It is specifically understood and agreed that travel expenses will be paid by SEC directly to the Research Fellow as follows:

(1) ¥150,000 per each domestic business trip

(2) ¥400,000 per each overseas business trip

Article 10 Visa

SEC shall assist the Research Fellow in obtaining working visa.

Article 11 Result

SEC and TNS specifically agree that any result of the Project shall be in public domain.

Article 12 Term

The term of this Agreement shall be concurrent with the Project Period.

Article 13 Non-assignment

This Agreement shall not be assignable by either party without the prior written consent of the other party.

Article 14 Modification

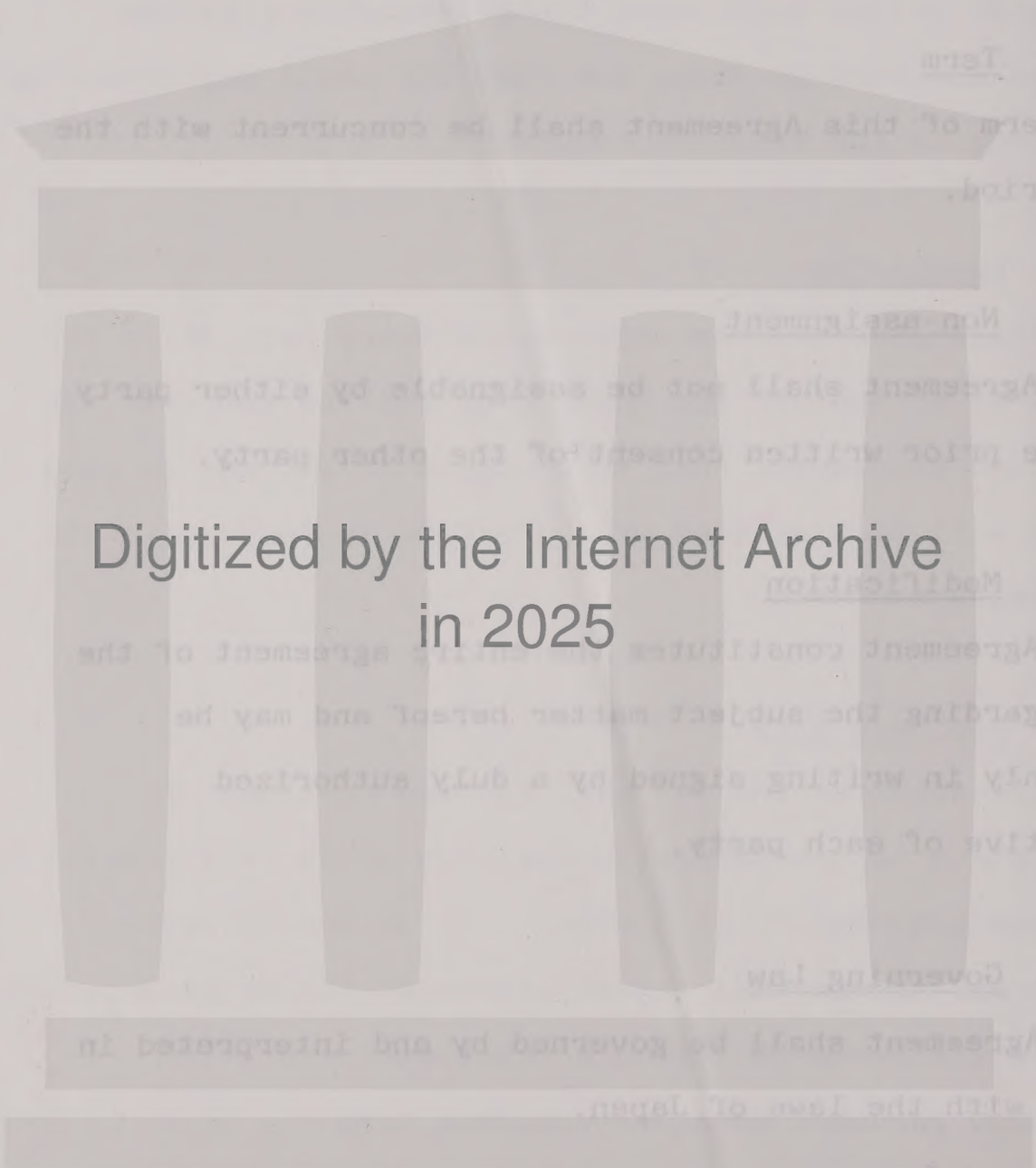
This Agreement constitutes the entire agreement of the parties regarding the subject matter hereof and may be modified only in writing signed by a duly authorized representative of each party.

Article 15 Governing Law

This Agreement shall be governed by and interpreted in accordance with the laws of Japan.

Article 16 Arbitration

All disputes, controversies or differences which may arise between the parties out of or in connection with this Agreement shall be finally settled by arbitration held in



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Tokyo, Japan pursuant to the Commercial Arbitration Rule of the Japan Commercial Arbitration Association, by which each party is bound.

IN WITNESS WHEREOF, the parties have caused their representatives to execute this Agreement on the day and year first above written.

SAPPORO ELECTRONICS CENTER FOUNDATION

By: Osamu Inadehmaru

TED NELSON STUDIOS

By: Theodor Holm Nelson

Mr. Ted Nelson, as the Research Fellow, agrees hereby to the above.

Theodor Holm Nelson

Ted Nelson